



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 31, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

56 May 31, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE EXTENSION AMENDMENT TO SOLE SOURCE CONTRACT
WITH MORPHOTRUST USA, INCORPORATED FOR PROVISION OF
LIVSCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute Amendment Number Four (Amendment) to Agreement Number 77869 (Agreement) to extend the Sole Source Contract (Contract) with MorphoTrust USA, Incorporated (MorphoTrust) for continued maintenance and support services (Services) of the Department's livescan equipment.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to authorize the Sheriff to sign the attached Amendment to the Agreement with MorphoTrust to extend the term of the Agreement for one-year, plus up to 12 additional months beyond the expiration date of November 30, 2016, for continued Services of mission critical livescan equipment utilized by the Department and other law enforcement agencies within the Los Angeles County Regional Identification System (LACRIS), while the Department completes its solicitation for implementation of a replacement system.
2. Delegate authority to the Sheriff, or his designee, to exercise the extension option if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Department to complete the solicitation process that has been initiated for a new livescan capture solution.

The Amendment is necessary to ensure the livescan equipment, digital camera systems, and printers continue to operate efficiently and effectively. The Agreement provides for a contingency fund to procure additional software, hardware, and professional services on an as-needed basis, allowing the equipment to remain fully functional and up-to-date throughout the term of the Agreement.

MorphoTrust is the sole provider of Services for all livescan equipment within the County. The livescan devices are comprised exclusively of proprietary hardware and software customized to meet the needs of the Department and other LACRIS agencies. The livescan equipment, hardware, and software can only be maintained by MorphoTrust, since MorphoTrust does not license, certify, or otherwise endorse any third party to maintain or support its proprietary technology.

Implementation of Strategic Plan Goals

The Services provided under this Contract support the County's Strategic Plan, Goal 3, Integrated Services Delivery; Maximizing the opportunities to measurably improve client and community outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

The Department will seek approval from the Remote Access Network (RAN) Board to fund the cost of the proposed Amendment through the Automated Fingerprint Identification System (AFIS) Fund (Number 41079). The expenditures for these Services are estimated to be \$1,591,761 annually, or \$132,647 monthly, at no cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2005, the County purchased 173 new livescan devices through the Internal Services Department (ISD). The devices are housed in every Sheriff's station, police station, criminal booking facility, the Coroner's Office, the District Attorney's Office, Probation Department's office, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved Sole Source Agreement Number 76819 for a term of four years with Identix, Incorporated (Identix), which expired on November 30, 2012.

On November 20, 2012, the Board approved a successor Sole Source Agreement Number 77869 with MorphoTrust (formerly Identix), which is due to expire on November 30, 2016, and is in its final option year.

The Department has engaged a consultant to work on a Request for Proposals (RFP) to purchase a replacement system. The acquisition of a replacement system will allow the Department to take advantage of new and emerging technologies that cannot be acquired within the scope of the current Agreement.

The Agreement was amended on three prior occasions to exercise the option term extensions, add new County-mandated provisions, and memorialize the merger of Identix with MorphoTrust.

CONTRACTING PROCESS

On February 2, 2016, the Department submitted an Advance Notification of Intent to Enter into Negotiations for a Sole Source Amendment to Agreement Number 77869 with MorphoTrust USA, Incorporated, to the Board.

Extending this Agreement up to and through November 30, 2018, will allow the Department to issue the RFP.

The Chief Information Office recommends approval of the Amendment (CIO analysis attached).

The Amendment has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services of the Department's livescan equipment.

CONCLUSION

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return two adopted Board letters to the Department's Contracts Unit. Should additional information be required, your staff may contact Contracts Manager Angelo Faiella, Contracts Unit, at (213) 229-3259.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is fluid and cursive, with the first name "Jim" being particularly prominent.

JIM McDONNELL

Sheriff

Reviewed by:

A handwritten signature in black ink, appearing to read "Peter Loo". The signature is bold and somewhat stylized, with a large initial "P".

PETER LOO

Acting Chief Information Officer

PETER LOO

Acting Chief Information Officer

JM:SK:sk

Enclosures

**AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 77869 FOR
LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number Four (hereinafter "Amendment") to Agreement Number 77869 (hereinafter "Agreement") is made and entered into this ____ day of _____, 2016 by and between County of Los Angeles (hereinafter "County") and MorphoTrust USA, Inc. (hereinafter "Contractor"), effective upon execution by both parties.

- A. WHEREAS, on November 20, 2012, County and Identix, Incorporated (hereinafter "Identix") entered into the Agreement for Livescan Equipment Maintenance and Support Services for the Initial Term of December 1, 2012 through November 30, 2014, with up to two (2) one-year Option Terms to be exercised by County by an Amendment to the Agreement pursuant to the delegated authority of County's Sheriff (hereinafter "Sheriff"); and
- B. WHEREAS, on September 4, 2013, County and Contractor entered into Amendment Number One to the Agreement to document the merger of Identix into MorphoTrust USA, Inc. (hereinafter "MorphoTrust"), with MorphoTrust surviving as "Contractor" under the Agreement; and
- C. WHEREAS, on August 8, 2014, County and Contractor entered into Amendment Number Two to the Agreement to (1) extend the Term of the Agreement by the first one-year Option Term pursuant to the delegated authority of the Sheriff and (2) add new County mandated provisions; and
- D. WHEREAS, on April 4, 2015, County and Contractor entered into Amendment Number Three to the Agreement to (1) extend the Term of the Agreement by the second one-year Option Term pursuant to the delegated authority of the Sheriff and (2) revise County mandated provisions; and
- E. WHEREAS, the Agreement will expire on November 30, 2016; and
- F. WHEREAS, County desires to extend the Term of the Agreement for an additional one-year period from December 1, 2016 through November 30, 2017, with up to 12 additional months in any increment (hereinafter, each an "Option Term").

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- 1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.

2. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through November 30, 2017.

7. TERM

- 7.1 The Term of this Agreement shall commence December 1, 2012 and shall terminate on November 30, 2014 (hereinafter "Initial Term"), unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 County shall have the sole option to extend the Term of this Agreement for up to two (2) consecutive one-year periods (hereinafter, each an "Option Term"), for a total term not to exceed four (4) years. Each such extension shall be in the form of a written Amendment pursuant to Subparagraph 6.2.2 above.

Following execution of Amendment Number Four to the Agreement, County shall also be deemed to have extended the Term of the Agreement for up to one (1) additional one-year period through and including November 30, 2017, with an option to further extend the Term for up to twelve (12) additional months in any increment (hereinafter "Additional Term") through and including November 30, 2018. County shall be deemed to have exercised its Additional Term extension options automatically, without further act, unless County provides a thirty-day written notice that it elects not to extend the Agreement any further pursuant to this Section 7.

As used herein, "Term" shall mean and include the Initial Term, each Option Term and the Additional Term, to the extent County exercises any of its extension options pursuant to this Section 7.

- 7.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an extension option.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

3. Exhibit C (Maintenance Price Schedule and Equipment List) to the Agreement is deleted in its entirety and replaced with revised Exhibit C (Maintenance Price

Schedule and Equipment List), attached hereto as Attachment 1 and incorporated herein by reference.

- 4. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement shall remain the same and in full force and effect.

- 5. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

//

//

//

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Four to be executed on its behalf by its duly authorized officers, effective as of the date first above written.

COUNTY OF LOS ANGELES

By: _____
Jim McDonnell, Sheriff

Date: _____

MORPHOTRUST USA, INC.

By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM
MARY C. WICKHAM
County Counsel

By: 
Victoria Mansourian
Principal Deputy County Counsel

Date: 5/15/16



PETER LOO

ACTING CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 16-09

DATE:

5/19/16

SUBJECT:

**APPROVE EXTENSION AMENDMENT TO SOLE SOURCE CONTRACT (AGREEMENT)
 NUMBER 77869 WITH MORPHOTRUST USA, INCORPORATED, FOR PROVISION OF
 LIVE SCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: 77869 Other: Describe contract type.

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Jim McDonnell

Description: The Sheriff's Department is requesting approval for a Sole Source Amendment to Agreement Number 77869 with MorphoTrust USA Incorporated (MorphoTrust), for maintenance and support services for their proprietary Live Scan equipment, digital camera systems and printers for the Sheriff's LACRIS (Los Angeles County Regional Identification System) Unit.

Contract Amount: \$3,183,522

Funding Source: Remote Access Network (RAN) AFIS
 Fund

Legislative or Regulatory Mandate Subvended: 100% - No Net County Costs (NCC)

**Strategic and
 Business Analysis**

PROJECT GOALS AND OBJECTIVES:

Under this amended Agreement the County of Los Angeles (County) will receive continued maintenance services and ongoing support for MorphoTrust hardware and software digital camera system for an additional one year, plus up to 12 additional optional months. This amended Agreement will provide for the continuation of these services beyond the existing services that were included as part of the purchase of the Data Imaging System in 2012. Those services are due to expire on November 30, 2016.

Advanced notification of intent to enter into negotiations for a Sole Source Agreement was sent to the Board on February 2, 2016.

BUSINESS DRIVERS:

LACRIS is the body responsible for fingerprint and identification services for all law enforcement agencies in the County. LACRIS is managed by the Sheriff, with oversight, direction, and funding authorization by the Remote Access Network (RAN) Board. LACRIS is the authoritative source for providing photo and fingerprint identification for all law enforcement agencies in the County. MorphoTrust system (known as Live Scan) captures, stores, archives, fingerprints, and mugshot

	<p>photographs of all subjects criminally booked within the County. The system also captures photographs of scars, marks, and tattoos that employs state of the art technology providing facial recognition and tattoo searching capabilities.</p> <hr/> <p>PROJECT ORGANIZATION:</p> <p>The Sheriff's LACRIS Unit is driving this project programmatically. The project has a dedicated Lieutenant assigned as the Local Cal-ID Project Manager who will be managing the on-going operation of MorphoTrust fingerprinting System, including all necessary maintenance and support.</p> <hr/> <p>PERFORMANCE METRICS:</p> <p>The Contract includes a Service Level Agreement identifying metrics for the application management and software maintenance, including 24/7 Telephone Support:</p> <ul style="list-style-type: none"> • Contractor must return the call within one hour. • Remote Dial-in Analysis. • On-site repair within four hours of initially being notified. • Remote SOFTWARE Updates. • Overnight Shipping and eight (8) hour replacement for Defective HARDWARE with remote Installation Assistance. <p>If the device is out of service for eight consecutive hours from initial notification, the contractor must replace the device with an operable device.</p> <p>MorphoTrust is utilized for initial booking and capturing fingerprints and mugshots and will work with in conjunction with the new MBIS system to match and identify suspects.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The proposed Amendment will allow the Department to complete the solicitation process that has been initiated for a new Live Scan capture solution. The Sheriff plans to release a Request for Proposal (RFP) in late 2016, to replace the current Live Scan System with a new Criminal Booking System (CBS). MorphoTrust fingerprint capturing system interfaces with AFIS (and ultimately with MBIS) and is strategically used for initial booking and fingerprint and mugshots. This system is a critical component of the Sheriff's overall criminal booking, investigation and law enforcement strategies, and therefore, its ongoing support and maintenance are essential to keep it functioning properly. MorphoTrust is the only vendor that can provide those services.</p> <hr/> <p>PROJECT APPROACH:</p> <p>MorphoTrust is the sole provider of maintenance and support services for its customized digital fingerprinting system. This amended Agreement allows the Sheriff's Department to continue to receive uninterrupted maintenance and support services of the system for the Department's LACRIS Unit.</p>
--	--

	<p>ALTERNATIVES ANALYZED:</p> <p>MorphoTrust was selected via a competitive bid process in 2005. The proposed Amendment will also allow the Department to complete the solicitation process that has been initiated for a new Live Scan capture solution.</p> <p>The Live Scan equipment and software can only be maintained by MorphoTrust. MorphoTrust does not license, certify, or otherwise endorse any third-party to provide maintenance or support services to its proprietary technology.</p>
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The Live Scan fingerprinting System runs on Microsoft Windows, SQL Server, advanced user and group rights management, including additional security features, to maintain the integrity of the database. Live Scan runs at the Sheriff's data center with a redundant database, utilizing an SQL database to assure immediate, fault-tolerant, continuous operation through back-up, sharing, and separation security. The Live Scan Administration Module enables administrators to maintain security access rights, customize the system's screens and fields, and track user activity. The technology being employed by MorphoTrust is consistent with the industry standards and the County CIO initiatives.</p>
<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Contract costs</p> <p>Maintenance and support contract cost: \$3,183,522</p> <p>Ongoing annual maintenance costs:</p> <p>Price Breakdown: Y1: 12/1/2016 – 12/1/2017: \$1,591,761.00 Y2: 12/1/2017 – 12/1/2018: \$1,591,761.00</p> <p>Sub-total maintenance cost \$3,183,522</p> <p>Other County costs:</p> <p> One-time costs invested since 2005:</p> <p> Hardware \$5,355,000 Software \$1,750,000 Professional Services \$9,405,132</p> <p>Sub-total one-time County costs: \$16,510,132</p> <p>15% Contingency fund \$500,000 Carried over in the contract</p>

<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. Since this is merely the continuation of services that this vendor is already providing, and has done so to the satisfaction of the Sheriff, there are minimal risks associated with this amended Agreement. 2. The Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy related issues.
<p>CIO Approval</p>	<p>PREPARED BY:</p> <p><u>Fred Nazarbegian by EAB</u> <u>5-19-16</u></p> <p>Fred Nazarbegian, Sr. Associate CIO Date</p> <hr/> <p>APPROVED: <u>Peter Loo</u> <u>5/19/16</u></p> <p>Peter Loo, Acting Chief Information Officer Date</p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>